

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF CHANDLER  
MAINTENANCE AGREEMENT

SPA-85-10  
A.G. CONTRACT NO. 85-597  
NO. 10736  
FILED WITH SECRETARY OF STATE  
Date Filed 10-30-85  
*[Signature]*  
Secretary of State

THIS AGREEMENT, entered into pursuant to A.R.S. 28-108 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF CHANDLER a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall relinquish responsibility for maintenance and construction of betterments on only that portion of State Highway 87 from Engineering Station 97+83.0 to Engineering Station 107+09.5, as represented on Exhibit C. The STATE shall retain responsibility for maintenance or any necessary construction of betterments on any remaining portions of Highway 87 as exists at the time of execution of this Agreement.

2. Except as otherwise expressly provided in this Agreement, the CITY shall have responsibility for and provide

within the area delineated in Exhibit C:

- a. Betterment or reconstruction of roadway, curbs, medians and channelization; and
- b. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- c. Resurfacing, resealing, construction and replacement of roadways; and
- d. Furnish and provide initial or original installation of all traffic control signs (except street name and parking signs), and initial or original lane, crosswalk and parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement; and
- e. Furnish all paint and beads for striping, including 3M powder or equivalent product for fused striping of all crosswalks at the intersections of Buffalo and Arizona Avenue (Highway 87) and Boston and Arizona Avenue (Highway 87) and any crosswalks located between Buffalo Street and Boston Street; and
- f. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and
- g. Maintenance of median landscaping, including watering and replanting; and
- h. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval by STATE of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and

- i. Management of right-of-way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices and permits will be furnished by the STATE, copies of which are attached and marked as Exhibits D and E; and
- j. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- k. Striping and marking (after initial installation); and
- l. Street name signs.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "F" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

The CITY shall further indemnify and hold harmless the State of Arizona and the Arizona Department of Transportation from any and all liability arising out of the construction and use of a crosswalk to be located between Boston and Buffalo Streets on Arizona Avenue, excepting therefrom any acts of negligence committed by agents or employees of the State of Arizona.

6. The CITY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this agreement is supplement to the maintenance agreement number 79-428 filed with the Secretary of State Office June 27, 1979.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the City of Chandler (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the City Attorney of Chandler (Exhibit G) that this Agreement is in proper form and within the powers granted to the CITY of Chandler under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 

W. O. FORD

Title: State Engineer

Date: 10/25/85

Attest:

CITY OF CHANDLER

BY: JWB  
MAYOR

ATTEST:

Carolyn Dunn Date: June 27, 1985



Attorney General  
1275 WEST WASHINGTON  
Phoenix, Arizona 85007  
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 85-597, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17<sup>th</sup> day of October, 1985.

ROBERT K. CORBIN  
Attorney General

*Albert Moya*  
Assistant Attorney General  
Transportation Division

RESOLUTION

Be it resolved on this date, Oct. 25, 1983, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF CHANDLER, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF CHANDLER, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division, to execute said Agreement.


  
\_\_\_\_\_  
CHARLES L. MILLER, Director  
Department of Transportation

EXHIBIT "A"

EXHIBIT G

CERTIFICATE OF ATTORNEY

May 16, 1985

CLIFFORD J. FREY hereby certifies that he is the attorney for the City of Chandler, that he has reviewed the Intergovernmental Maintenance Agreement between the City of Chandler and the Arizona Department of Transportation, and that it is in conformance with the provisions of A.R.S. Section 11-951 through Section 11-954.

That pursuant to A.R.S. Section 11-952 and Article I, Section 1.03 of the Charter for the City of Chandler, the City of Chandler has authority to enter into this Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Clifford J. Frey". The signature is written in dark ink and is positioned above the printed name.

Clifford J. Frey

CJF/rl



## EXHIBIT B

RESOLUTION NO. 1364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

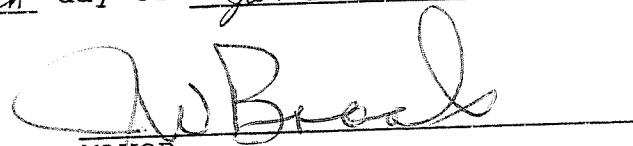
WHEREAS, the City Council of the City of Chandler has authorized the redevelopment of A.J. Chandler Park, which is traversed by State Highway 87 (Arizona Avenue); and

WHEREAS, the City desires to upgrade and reconstruct portions of State Highway 87 (Arizona Avenue) between Boston Street and Buffalo Street; and

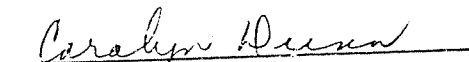
WHEREAS, the City of Chandler and the Arizona Department of Transportation have worked out an agreement to provide for such redevelopment and the maintenance of such highway between Boston and Buffalo Streets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler that the Mayor is authorized to sign the Maintenance Agreement between the City and the Arizona Department of Transportation.

PASSED AND APPROVED by the City Council of the City of Chandler, Arizona, this 27th day of June, 1985.

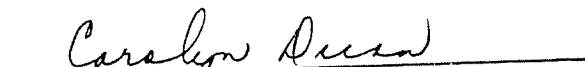
  
MAYOR

ATTEST:

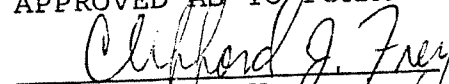
  
CITY CLERK

## C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Resolution No. 1364 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of June, 1985, and that a quorum was present thereat.

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007

NOTICE OF ENCROACHMENT ON RIGHT-OF-WAY

FILE NO. \_\_\_\_\_

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_ DATE \_\_\_\_\_

You are hereby notified that the following described property belonging to you (your lessee) constitutes an encroachment on the highway right-of-way of the State of Arizona and is a violation of State Law. *(See reverse side of this sheet.)*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

PLEASE SEE THE ATTACHED SKETCH INDICATING THE ENCROACHMENT AS RELATED TO THE HIGHWAY RIGHT-OF-WAY.

Located on \_\_\_\_\_ side of highway right-of-way on Highway Route Number \_\_\_\_\_. Width of right of way \_\_\_\_\_

ft. on \_\_\_\_\_ side and \_\_\_\_\_ ft. on \_\_\_\_\_ side.  
(DIRECTION) (DIRECTION)

At \_\_\_\_\_ or \_\_\_\_\_  
(LOCATION OR STREET ADDRESS) (DISTANCE FROM M.P. AND DIRECTION)

\_\_\_\_\_  
(CITY AND STATE) (OWNER OR OPERATOR OF ENCROACHMENT)

\_\_\_\_\_  
(NOTICE RECEIVED BY) (MAILING ADDRESS)

\_\_\_\_\_  
(TIME ALLOWED FOR REMOVAL OF ENCROACHMENT) Issued by: \_\_\_\_\_

Title: \_\_\_\_\_

Address :

White Copy to Property Owner  
Blue Copy to District Engineer  
Yellow Copy to Permit Division

ATTACHMENT

† 22-9703 5 '75 (Formerly 27-2210)

EXHIBIT "D"



Dated \_\_\_\_\_  

District Engineer

FOR AND IN CONSIDERATION of the granting of a permit or license for the purpose set forth herein the Licensee hereby agrees, covenants, and binds said Licensee as follows, to-wit:

1. The Licensee hereby agrees to save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit or license by Licensee, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage occurs as aforesaid, Licensee assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.

2. That all work done shall be at the sole cost and expense of the Licensee, and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit.

3. That when the proposed work is completed the Licensee shall repair the roadbed and replace the surfacing material thereon and will leave the said road in as good a condition as it is now, so far as the road is affected by the Licensee.

4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor; or if at any time hereafter, any material used by the Licensee is replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.

5. That if the title and possession of any property placed upon the right of way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.

6. That if at any time hereafter the right of way, or any portion thereof, occupied and used by the Licensee may be needed or required by the Licensor, any permit or license granted in pursuance of this application, may be revoked by the Licensor and all right thereunder terminated, and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee.

7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee shall and will provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall and will take such other measures of precaution as the Licensor shall direct.

8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out, or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor, and herein agrees to reimburse the Licensor, and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.

9. All construction to be as per final plans approved with permit.

10. Licensee agrees to advise the state of any change of ownership.

WHITE COPY TO APPLICANT AFTER PROCESSING  
YELLOW COPY TO PERMIT DIVISION FILE  
PINK COPY TO DISTRICT ENGINEER'S FILE  
GREEN COPY TO DISTRICT ENGINEER'S INSPECTOR  
BLUE COPY TO FHWA (INTERSTATE HIGHWAY ONLY)

PERMIT AND LICENSE

Permit No. \_\_\_\_\_

A permit and license is hereby issued to the foregoing licensee for the purpose contained in the application and upon the expressed condition that every agreement and covenant therein contained is faithfully performed, and said work to be performed in accordance with final approved plans and specifications. Construction is authorized only for period indicated below.

Dated \_\_\_\_\_ ARIZONA DEPARTMENT OF TRANSPORTATION

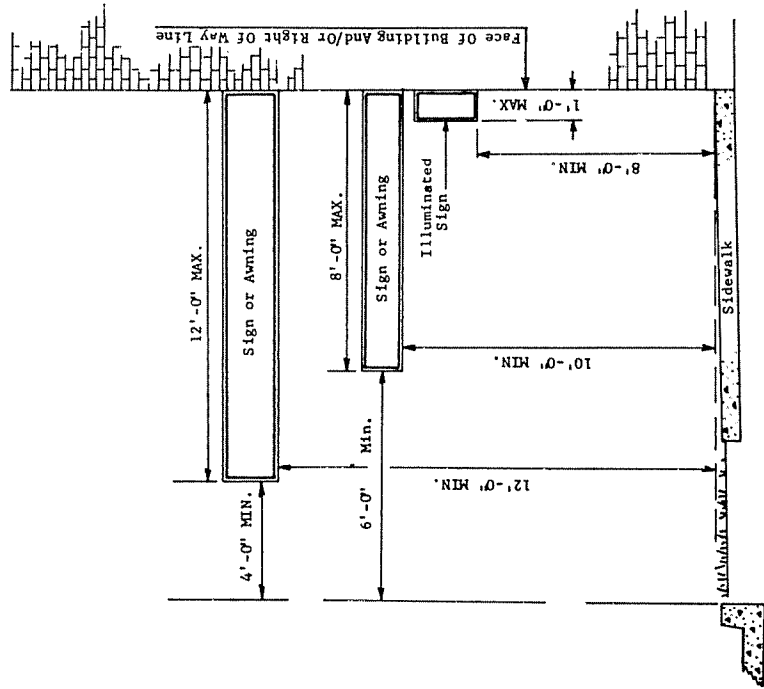
Construction to be completed by: By \_\_\_\_\_

\_\_\_\_\_  
Date Maintenance Permit Engineer

EXHIBIT "F"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
STANDARD PLANS  
PERMIT REGULATIONS  
FOR SIGNS AND AWNINGS

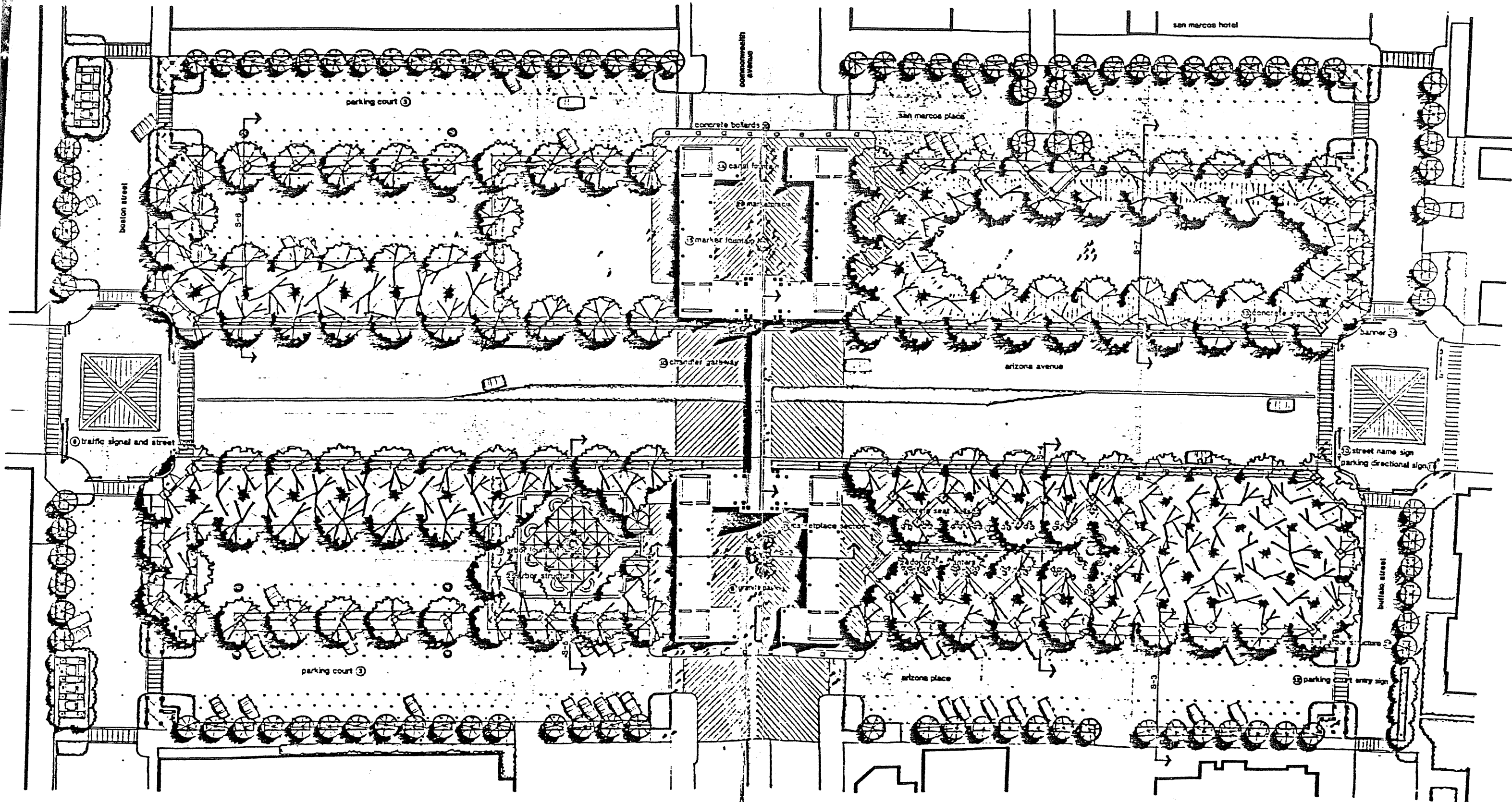


EXHIBIT C

DESIGN DEVELOPMENT PLAN  
**CHANDLER SQUARE**  
 City of Chandler, Arizona

